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PARTNERSHIP—DEED TO A FIRM UNDER THE FIRM-NAME.—Certain parties entered into an agreement whereby a real-estate business was to be carried on for the mutual benefit and profit of the parties thereto, under the name of the Grant's Pass Real Estate Association. In an action to quiet title it was held that the legal effect of the agreement was to form a partnership; and, whether or not a legal title passes by a conveyance to a partnership under the firm-name when this contains none of the names of the partners, the firm got an equitable interest good against a subsequent purchaser who took with notice of the deed to the firm.—*Kelley v. Bourne*, 16 Pac. Rep. 40 (Ore.).

QUASI-CONTRACT—GOODS SOLD AND DELIVERED.—The defendant ordered certain school-books from the dealer with whom he was accustomed to trade. The latter, having gone out of the business, induced the plaintiff to supply the books. At the time the books were shipped the plaintiff sent to the defendant an invoice and letter showing who supplied the goods, but the defendant gave no attention to them, supposing the goods were supplied as before. *Held*, notice being given before the goods were converted, the defendant is liable, and cannot excuse himself by his negligence. *Barnes v. Shoemaker*, 14 N. E. Rep. 367 (Ind.).

STOCK—LIABILITY FOR UNPAID SUBSCRIPTION—BONA-FIDE PURCHASER.—The defendant bank took as collateral security without notice, a number of certificates of stock in the plaintiff corporation, the subscription price of which had been paid only in part. The defendant surrendered these certificates for new ones identical in form issued to itself, and is now sued for an instalment of the subscription price. *Held*, the defendant is not liable. The court went upon grounds of public policy. *West Nashville Planing-Mill Co. v. Nashville Sav. Bank*, 6 S.W. Rep. 340 (Tenn.).

TRANSFER OF STOCK—NATIONAL BANKS.—Under the national banking act it is not the duty of an assignee of national bank shares to register his ownership in the transfer book of the bank in order to protect his assignor, who will otherwise be liable to contribute towards the liabilities of the bank. *Lessassier v. Kennedy*, 8 Sup. Ct. Rep. 244.

REVIEWS.

BRACTON'S NOTE-BOOK. A Collection of Cases decided in the King's Courts during the Reign of Henry the Third, annotated by a Lawyer of that Time, seemingly by Henry of Bratton. Edited by F. W. Maitland. London: C. J. Clay & Sons. Three volumes. 8 vo. xxiii and 337, 720, 723 pages.

The history of this book is a striking illustration of the indifference of English lawyers to the history of their law. In 1842 a manuscript containing about 2,000 decisions in the first half (1218-1240) of the reign of Henry III. was acquired by the British Museum. There, for forty years, this treasure lay neglected, until at last, its nature and value were discovered by a foreigner. In 1884, Professor Vinogradoff, of Moscow, in a letter to the "Athenæum," gave his reasons for thinking it probable that this collection of cases was compiled for Bracton, and annotated by him. Even now, however, the publication of the "Note-Book" is not the work of the English Government, nor even of a learned society, but the labor of love of a single scholar, who has already made very valuable contributions to the history of English law in his edition of "Pleas of the Crown," for the year 1221, and in two essays in the "Law Quarterly Review" upon "The Seisin of Chattels," and "The Mystery of Seisin."

The student of legal history cannot be too grateful for this publication. It diminishes materially the gap between 1200, when Palgrave's

"*Rotuli Curiae Regis*" ends, and 1292, when the Year Books begin. The "*Abbreviatio Placitorum*," unsatisfactory at best, contains cases from only two of the years covered by this book.

The "Note Book" fills the last two volumes of the work. In the first volume the reader will find four separate indices of Actions, Things, Places, and Persons. These are preceded by an extremely interesting introduction, in which are developed, in a spirit singularly modest and fair-minded, the reasons for believing that Bracton was the owner and annotator of the "Note Book." Mr. Maitland's arguments will prove, we think, well-nigh, if not quite, convincing to his readers. The editor furthermore shows the strong probability that the "Note Book" was in the hands of Fitzherbert. Incidentally we get by far the best account of Bracton and his great "Treatise" that has yet been written. Every reader of this introduction will, we are sure, earnestly desire that its author may himself fulfil the hope, which he expresses, that Bracton's treatise may soon be "carefully and lovingly edited." No one is so well fitted as he to atone for the wrong done to the greatest of mediæval law-writers, and to remove the stigma inflicted upon English scholarship by that legal monstrosity known as the edition of Bracton by Sir Travers Twiss.

J. B. A.

SALE OF PERSONAL PROPERTY.—By J. P. Benjamin. From the latest American edition, with American notes, entirely rewritten by Edmund H. Bennett, LL.D. Boston: Houghton, Mifflin, & Co., the Riverside Press, 1888. 8vo. pp. 1010.

In taking up this latest edition of a treatise which has been a standard book for twenty years in England, one is immediately impressed with the improvement in the arrangement of the American notes. The last American edition of this work (in 1884), with which American lawyers are so familiar, was criticised because of its bulk and its inconvenient method of arrangement. In that edition, it will be remembered, the annotator presented the American law in a detached and fragmentary manner, sometimes interpolating a page or two into the original text, and sometimes confining his remarks to the usual place, the foot-notes. In the present edition, however, this perplexing system has been given up, and a more rational method followed. The American law has been entirely re-written and placed in one continuous note at the end of each chapter. These monographs form an able and scholarly summary of the American law of sales, to which one can turn at once without having to pick it out, with considerable labor, partly from the text and partly from the notes. In re-writing the notes Judge Bennett has wisely avoided multiplying citations on points of little controversy, and has refrained from devoting any space to extracts from judicial opinions. Although he has perhaps erred in adhering too strictly to this latter rule, he has succeeded in making a volume more compact and convenient than the last. There is one other point in regard to form which will meet with general approval, viz., the order of the decisions, which are sometimes given chronologically (p. 284), and sometimes alphabetically by States (p. 271). Either of these methods is a great improvement over the general usage of summing up the decisions in a chaotic mass. Would it not be possible, however, to combine the advantages of both by adding the dates to the alphabetical arrangement?

In regard to the substance of the book, as distinguished from form,